

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any doubt about what action you should take, you are recommended to consult your independent financial adviser.

If you have sold or transferred all of your WisdomTree S&P 500 VIX Short-Term Futures 2.25x Daily Leveraged Securities (the “**Affected Securities**”) of WisdomTree Multi Asset Issuer Public Limited Company (the “**Issuer**”), please send this document at once to the purchaser or transferee or stockbroker, banker or other agent through whom the sale or transfer was made, for onward transmission to the purchaser or transferee.



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**WisdomTree Multi Asset Issuer Public  
Limited Company**  
**WisdomTree S&P 500 VIX Short-Term Futures 2.25x Daily  
Leveraged Securities**  
**Proposal for the amendment of the  
Principal Amount of the Affected Securities**  
**and**  
**Meeting of the ETP Securityholders**

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An explanatory letter from the Issuer giving details of the Proposal and the Extraordinary Resolution to implement the Proposal is set out in this document.

Notice of a meeting of the holders of WisdomTree S&P 500 VIX Short-Term Futures 2.25x Daily Leveraged Securities to be held at the offices of Apex IFS Limited in 2nd Floor, Block 5, Irish Life Centre, Abbey Street Lower, Dublin 1, D01P767, Ireland on Thursday 9 February 2023 at 11 a.m. local time is set out at the end of this document. A form of proxy for use by holders of Affected Securities is enclosed. To be valid, the form of proxy should be completed and returned, in accordance with the instructions printed thereon, so as to be received on behalf of the Issuer by Link Registrars Limited, PO Box 1110, Maynooth, Co Kildare, Ireland (if by post) or by Link Registrars Limited, Level 2, Block C, Maynooth Business Campus, Maynooth, Co Kildare, W23 F854, Ireland (if delivered by hand) as soon as possible but in any event so as to arrive not less than 48 hours before the time for holding the meeting. Completion and return of a form of proxy will not preclude a holder of Affected Securities from attending, speaking and voting in person at the meeting.

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## EXPECTED TIMETABLE

Last time for votes to be received <sup>1</sup>	11 a.m. on Tuesday 7 February 2023
Record Date for voting <sup>1</sup>	6 p.m. on Tuesday 7 February 2023
Meeting of holders of Affected Securities <sup>1</sup>	11 a.m. on Thursday 9 February 2023
Execution of Deed of Amendment <sup>2</sup>	By 5 p.m. on Thursday 9 February 2023
Effective date of Proposal <sup>1</sup>	By 5 p.m. on Thursday 9 February 2023

**The deadlines set by any intermediary or by Euroclear or Clearstream, Luxembourg (together the “ICSDs”) will be earlier than the deadlines set out in this circular.**

**Holders of the Affected Securities are advised to check with any bank, securities broker or other intermediary through which they hold their Affected Securities when such intermediary would need to receive instructions from a holder of the Affected Securities in order for such holder of the Affected Securities to participate in the Meeting by the deadlines specified in this circular. The deadlines set by any such intermediary and each ICSD for the submission instructions will be earlier than the relevant deadlines specified in this circular.**

**Holders of the Affected Securities are responsible for complying with all of the procedures for participating in the Meeting. None of the Issuer, the Manager or the Trustee, or any of their respective directors, officers, employees, agents, representatives or affiliates, assumes any responsibility for informing holders of the Affected Securities of irregularities with respect to compliance with such procedures.**

**In relation to the delivery instructions or obtaining voting certificates or otherwise making arrangements for the giving of voting instructions, in each case through the ICSDs, holders of the Affected Securities should note the particular practice and policy of the relevant ICSDs, including any earlier deadlines set by such ICSD.**

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<sup>1</sup> Only those Affected Securities Holders registered in the register of Affected Securities Holders as at 6.00 p.m. on 7 February 2023 (or, in the event that the Meeting is adjourned, on the register of Affected Securities Holders at 6.00 p.m. on the day that falls two days before the time of any adjourned meeting) shall be entitled to attend or vote at the Meeting in respect of the Affected Securities registered in their name at that time. Changes to entries on the register of Affected Securities Holders after 6.00 p.m. on 7 February 2023 shall be disregarded in determining the rights of any person to attend or vote at the Meeting (or adjourned meeting).

<sup>2</sup> Assuming the Meeting is quorate and the Extraordinary Resolution is passed at the Meeting. If the Meeting is not quorate an adjourned Meeting may be held not less than 14 and not more than 42 calendar days thereafter.

## DEFINITIONS

The following definitions apply throughout this document unless the context requires otherwise:

<b>“Affected Securities”</b>	the WisdomTree S&P 500 VIX Short-Term Futures 2.25x Daily Leveraged Securities, created pursuant to and constituted by the Trust Deed
<b>“Extraordinary Resolution”</b>	the extraordinary resolution to be proposed at the Meeting of holders of Affected Securities as set out in the notice convening the Meeting included in this document
<b>“Meeting”</b>	the meeting of the holders of Affected Securities convened for 9 February 2023 as set out in the Notice of Meeting
<b>"Notice of Meeting"</b>	the notice of meeting which is included in this document and which has been sent to holders of the Affected Securities in accordance with the Conditions
<b>“Proposal”</b>	the proposal for the amendment of the Principal Amount of the Affected Securities as set out in this document
<b>“Prospectus”</b>	the prospectus in relation to the Issuer’s Collateralised ETP Securities Programme, originally dated 30 November 2012 as amended from time to time
<b>“Deed of Amendment”</b>	a Deed of Amendment, the form of which is to be laid before the Meeting
<b>“Trust Deed”</b>	the Master Trust Deed dated 30 November 2012 as subsequently amended and/or supplemented including by the Supplemental Trust Deed dated 16 March 2016 (as amended from time to time) between the Issuer, the Manager and the Trustee which constituted the Affected Securities.
<b>“Trustee”</b>	The Law Debenture Trust Corporation p.l.c.

Terms used in this document and not otherwise defined bear the same meanings as in the Trust Deed.

Unless otherwise specified, all references in this document to any time shall be to local time.

## SUMMARY

### **What is the Principal Amount?**

The ETP Securities are structured as debt interests. The Principal Amount is a technical legal requirement of the ETP Securities' status as debt interests; for the ETP Security to be deemed a debt interest it must have a "principal" which is the minimum redeemable amount for each ETP Security – i.e., a holder is technically entitled to the higher of the Price per ETP Security or the relevant Principal Amount.

The Principal Amount is not the same as the "price" of the ETP Security. The Principal Amount of an ETP Security is set at a nominal amount when the ETP Security is created. The Price per ETP Security is determined in accordance with the formula set out in the relevant prospectus and is based on the movements in the indices that they track, the applicable leverage, where relevant, and the applicable fees and expenses.

For ETP Securityholders on the secondary market, the value at which they are able to buy or sell an ETP Security on exchange is linked to the Price per ETP Security and not the Principal Amount. **The Principal Amount does not impact the Price per ETP Security for end ETP Securityholders on the secondary market.**

### **Why does the Principal Amount need to be reduced?**

Because the Principal Amount is independent of the Price per ETP Security, it is possible for the Price per ETP Security to be less than the applicable Principal Amount and, in the case of leveraged products, the Price per ETP Security can move quickly relative to the Principal Amount.

Upon redemption of an ETP Security, whilst a holder is technically entitled to receive the higher of the Price per ETP Security or the Principal Amount, the value of the assets held to back the ETP Security (in this case, swap transactions with bank counterparties) is the same as the Price per ETP Security and does not match with the Principal Amount.

To mitigate this mismatch risk, it is standard practice for an ETP Security structured as a debt interest to reduce the Principal Amount whenever the Price per ETP Security gets close to the Principal Amount.

### **Does the reduction of the Principal Amount affect an ETP Securityholder's holding and ability to trade the ETP?**

No. It is important to note that:

- **The reduction of the Principal Amount of an ETP Security does NOT dilute an ETP Securityholder's holding or reduce the value of an ETP Securityholder's holding.**
- **The reduction of the Principal Amount does NOT negatively impact the ability of the ETP Securityholder to trade the ETP Security.**
- **The reduction of the Principal Amount does NOT affect the amount an ETP Securityholder would, in practice, receive on redemption of the ETP Security.**

### **What happens if the vote does not pass and the Principal Amount is not reduced?**

The requirement to propose an Extraordinary Resolution to reduce the Principal Amount is triggered on the date when the Price per ETP Security falls below 500% of the Principal Amount. The ETP Securityholders in the ETP Security need to approve the Principal Amount reduction by a majority of 75%.

In a scenario where the vote does not pass and the ETP Security cannot reduce the Principal Amount, if the Price per ETP Security falls below 200% of the Principal Amount on or after 60 days from the date on which the Price per ETP Security fell below 500% of the Principal Amount, the Issuer will be required to **compulsorily redeem all ETP Securityholders and shut the ETP Security.**

### **What is the recommendation of the Issuer?**

Given that ETP Securityholders are able to redeem their holdings in the ETP Security on exchange at will, we presume that by continuing to hold the ETP Security, ETP Securityholders do not want the ETP Security to be shut but rather want to continue holding it.

The Issuer of the ETP Security therefore considers the passing of the Extraordinary Resolution to be in the best interests of the ETP Securityholders in the ETP Security as a whole and therefore recommends that such ETP Securityholders vote in favour of the Extraordinary Resolution.

**PART I**  
**LETTER FROM THE ISSUER**

**WISDOMTREE MULTI ASSET ISSUER PUBLIC  
LIMITED COMPANY**

*(Incorporated under the laws of Ireland under company number 515981)*

*Registered office:*  
2<sup>nd</sup> Floor, Block 5  
Irish Life Centre,  
Abbey Street Lower,  
Dublin 1,  
D01 P767,  
Ireland

*To all Holders of Affected Securities*

Dear ETP Securityholder

**Proposal for the amendment of the Principal Amount of the Affected Securities  
and Meeting of the Holders of the Affected Securities**

This letter sets out the reasons for and further details of the Proposal and the Meeting.

**Introduction**

The Price per ETP Security of the Affected Securities has fallen towards (but not below) its Principal Amount of USD 0.105566.

The Price per ETP Security of the Affected Securities fell below 500 per cent. of its Principal Amount of USD 0.105566 (the “**Threshold**”) on 10 January 2023 (the “**Threshold Event Date**”). Under Condition 8.6 of the Affected Securities, if on any Valuation Date the Price per ETP Securities falls to less than 500 per cent. of the Principal Amount of the ETP Securities, the Issuer must give notice convening a meeting of holders of the Affected Securities on a date not more than 30 calendar days after a Threshold Event Date for the purpose of considering an Extraordinary Resolution which would have the effect of reducing the Principal Amount of the Affected Securities to an amount which is not less than 2 per cent. of the Price per ETP Security on the Threshold Event Date.

Condition 8.8 provides that, if on any Valuation Date falling on or after the 60<sup>th</sup> calendar day following the Threshold Event Date the Price per ETP Security of the Affected Securities is less than 200 per cent. of their Principal Amount, a Compulsory Redemption Event shall have occurred.

In order to maintain the normal trading and operations of the Affected Securities and to avoid a Compulsory Redemption Event being triggered, the Issuer considers that the Principal Amount of the Affected Securities should be reduced and the Issuer is convening a meeting of the holders of the Affected Securities for the purposes of seeking approval from the holders of the Affected Securities to reduce the Principal Amount of the Affected Securities. Such reduction will not affect the Price per ETP of the Affected Securities.

This letter includes the notice convening the Meeting.

## ***The Proposal***

It is proposed, subject to approval from holders of the Affected Securities, to reduce the Principal Amount of the Affected Securities. This change will not affect the Price per ETP Security of the Affected Securities and should have no effect on their market price on any of the stock exchanges on which they are listed or traded.

## ***Pricing and Redemption of the Affected Securities***

The Price per ETP Security of the Affected Securities is determined in accordance with the Conditions and depends on the closing level of the Index and is not related to the Principal Amount. Changing the Principal Amount will not therefore affect the Price per ETP Security of the Affected Securities.

The terms of the Affected Securities provide that, on redemption, an ETP Securityholder is entitled to receive the greater of (i) each ETP Security's pro rata portion of the amount(s) payable by the Swap Provider(s) to the Issuer pursuant to the applicable Swap Transactions and (ii) the Principal Amount of the Affected Securities. The Affected Securities are however limited recourse securities, each having recourse only to a proportion of the proceeds of realisation of the assets comprising the relevant Swap Provider Collateral Pool.

Holders of Affected Securities who are not themselves Authorised Participants are only entitled to require redemption of their Affected Securities if permitted and notified in writing by the Issuer as provided in the Prospectus. Since this is not the case as of the date of the Proposal, and holders of Affected Securities can continue to trade the Affected Securities on the London Stock Exchange or any other of the stock exchanges on which they are listed or traded, the Affected Securities should continue to trade at or around their Price per ETP. Accordingly, the reduction of the Principal Amount of the Affected Securities will not in practice affect your rights on Optional Redemption or sale.

## **Further information**

Set out in Part II of this document is some background information on the terms of the Affected Securities and further details of the purpose and effect of the Extraordinary Resolution to be proposed at the Meeting.

## **Action to be taken**

For the Proposal to become effective in respect of the Affected Securities, it must be sanctioned by an Extraordinary Resolution of the holders of the Affected Securities. In accordance with Schedule 7 of the Master Trust Deed, the ETP Securityholders have the power to sanction any proposal by the Issuer or the Trustee for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the ETP Securityholders against the Issuer, whether or not those rights arise under the relevant Trust Deed or any Collateral Pool Security Deed. The Proposal varies such rights.

## **Procedures for participating in the Proposal**

Holders of the Affected Securities are advised to check with any bank, securities broker or other intermediary through which they hold their Affected Securities when such intermediary would need to receive instructions from a holder of Affected Securities in order for such holder of Affected Securities to participate in the Meeting by the deadlines specified in this circular. The deadlines set by any such intermediary and each ICSD for the submission instructions will be earlier than the relevant deadlines specified in this circular.

In relation to the delivery instructions or obtaining voting certificates or otherwise making arrangements for the giving of voting instructions, in each case through the ICSDs, holders of the Affected Securities should note the particular practice and policy of the relevant ICSDs, including any earlier deadlines set by such ICSD. The deadlines set by any intermediary or by the ICSDs will be earlier than the deadlines set out in this circular.

Holders of the Affected Securities are responsible for complying with all of the procedures for participating in the Meeting. None of the Issuer, the Manager or the Trustee, or any of their respective directors, officers,

employees, agents, representatives or affiliates, assumes any responsibility for informing holders of the Affected Securities of irregularities with respect to compliance with such procedures.

### **Implementation of the Proposal**

The proposed amendments to the Trust Deed to effect the Proposal in relation to the Affected Securities will take effect, assuming that the Extraordinary Resolution is passed at the Meeting (or any adjournment thereof), as set out in the expected timetable.

### **Consequence of an unsuccessful vote**

In the event of the Extraordinary Resolution not passing at the Meeting, then the proposed amendments will not be made to the Trust Deed. As the Principal Amount of the Affected Securities will not be reduced, under Condition 8.8, if the Price per ETP Security falls below 200% of the Principal Amount on or after 60 days from the Threshold Event Date, then a Compulsory Redemption Event will have occurred and the Issuer will be required to set a Compulsory Redemption Date on which it will compulsorily redeem all ETP Securityholders.

### **Trustee**

In accordance with its normal practice, The Law Debenture Trust Corporation p.l.c., as Trustee, has not been involved in the formulation of the Proposal, the Trustee expresses no opinion as to the merits of the Proposal, the terms of which were not negotiated by it, or the Extraordinary Resolution and has no opinion on whether the ETP Securityholders would be acting in their best interests voting for or against the Proposal or the Extraordinary Resolution. It has however authorised it to be stated that, on the basis of the information contained in this document (which it advises holders of Affected Securities to read carefully), it has no objection to the form in which the Proposal and Notice of the Meeting are presented to holders of Affected Securities for their consideration. The Trustee makes no representation that all relevant information has been disclosed to the ETP Securityholders in connection with the Proposal in this document or otherwise. The Trustee is not responsible for the accuracy, completeness, validity or correctness of the statements made in this document or omissions therefrom. Nothing in this document should be construed as a recommendation to the ETP Securityholders from the Trustee to vote in favour of, or against, or abstain from voting in respect of any of the Proposal or the Extraordinary Resolution. The Trustee recommends that the ETP Securityholders take their own independent professional advice on the merits and the consequences of voting in favour of, or against or abstaining from, the Extraordinary Resolution and the Proposal.

### **Recommendation**

The Issuer considers the passing of the Extraordinary Resolution to be in the best interests of the holders of Affected Securities as a whole and therefore recommends that such holders of Affected Securities vote in favour of the Extraordinary Resolution.

Yours sincerely

Stuart Gallagher

*Director*

for and on behalf of

**WisdomTree Multi Asset Issuer Public Limited Company**



## PART II GENERAL INFORMATION

### 1. Terms of the ETP Securities

The Trust Deed constituting the Affected Securities was entered into on 16 March 2016.

The Affected Securities have the Principal Amount as set out in section 2 “*Purpose and effect of the Extraordinary Resolution*”, below.

The Affected Securities carry the right on redemption (whether on Final Redemption, Compulsory Redemption or Optional Redemption) to payment of at least their Principal Amount.

Under Condition 6.7, ETP Securityholders of any Class of ETP Securities will have recourse only to sums derived from the Class Secured Property and the Collateral Pool Secured Property in respect of such ETP Securities.

If, following realisation in full of the Class Secured Property and the Collateral Pool Secured Property and application of available cash sums, any outstanding claim against the Issuer remains unpaid, then such outstanding claim is extinguished and no debt is owed by the Issuer in that respect.

The Price per ETP Security of the Affected Securities fell below the Threshold on the Threshold Event Date. Under Condition 8.6 of the Affected Securities, if on any Valuation Date the Price per ETP Securities falls to less than 500 per cent. of the Principal Amount of the ETP Securities, the Issuer must give notice convening a meeting of holders of the Affected Securities on a date not more than 30 calendar days after a Threshold Event Date for the purpose of considering an Extraordinary Resolution which would have the effect of reducing the Principal Amount of the Affected Securities to an amount which is not less than 2 per cent. of the Price per ETP Security on the Threshold Event Date.

Under Condition 8.8, if on any Valuation Date falling on or after the 60<sup>th</sup> calendar day following the Threshold Event Date the Price per ETP Security of the Affected Securities is less than 200 per cent. of their Principal Amount, a Compulsory Redemption Event shall have occurred.

### 2. Purpose and effect of the Extraordinary Resolution

If the Extraordinary Resolution is passed, the Principal Amount of each of the Affected Securities will be reduced as set out in the table below:

<i>Class of Affected Securities</i>	<i>Current Principal Amount</i>	<i>Proposed Principal Amount</i>
WisdomTree S&P 500 VIX Short-Term Futures 2.25x Daily Leveraged Securities	USD 0.105566	USD 0.010557

If the Extraordinary Resolution is passed, the Issuer, the Manager and the Trustee will effect the reduction in the Principal Amount of the Affected Securities by executing a Deed of Amendment. The Issuer will give an announcement by RIS confirming that the Deed of Amendment has been executed and specifying a day, not being earlier than the day following the date of the announcement, on which the Proposal shall be effective.

### 3. Consent

In accordance with its normal practice, The Law Debenture Trust Corporation p.l.c., as Trustee, has not been involved in the formulation of the Proposal, the Trustee expresses no opinion as to the merits of the Proposal, the terms of which were not negotiated by it or the Extraordinary Resolution and has no opinion on whether

the holders of Affected Securities would be acting in their best interests voting for or against the Proposal or the Extraordinary Resolution. It has however authorised it to be stated that, on the basis of the information contained in this document (which it advises holders of Affected Securities to read carefully), it has no objection to the form in which the Proposal and Notice of the Meeting are presented to holders of Affected Securities for their consideration. The Trustee makes no representation that all relevant information has been disclosed to the holders of Affected Securities in connection with the Proposal in this document or otherwise. The Trustee is not responsible for the accuracy, completeness, validity or correctness of the statements made in this document or omissions therefrom. Nothing in this document should be construed as a recommendation to the holders of Affected Securities from the Trustee to vote in favour of, or against, or abstain from voting in respect of the Proposal or the Extraordinary Resolution. The Trustee recommends that the holders of Affected Securities take their own independent professional advice on the merits and the consequences of voting in favour of, or against or abstaining from, the Extraordinary Resolution and the Proposal.

#### **4. Documents available for inspection**

Copies of the following documents will be available for inspection by way of request via email during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) from the date of this document up to and including the date of the Meeting (and any adjournment thereof) and at and during the Meeting (and any adjournment thereof):

- (a) the Trust Deed;
- (b) the Prospectus;
- (c) a draft (subject to modification) of the Deed of Amendment to give effect to the Proposal.

Holders who wish to inspect the documents are directed to contact Apex IFS Limited at [IFSCOSEC@apexfs.com](mailto:IFSCOSEC@apexfs.com), and will require proof of identity and holding.

#### **5. Quorum requirements**

The quorum at any meeting for passing an Extraordinary Resolution, which do not constitute amendments that require a special quorum resolution, is two or more ETP Securityholders or agents present in person holding or representing in the aggregate more than 50 per cent. of the number of Affected Securities for the time being outstanding, or at any adjourned meeting convened the quorum shall be two or more ETP Securityholders or agents whatever the number of ETP Securities so held or represented. Extraordinary Resolutions are passed by a majority of at least 75 per cent. of the votes cast at a duly convened meeting.

If a quorum is not present at the Meeting it will be adjourned until such date, not less than 14 nor more than 42 calendar days later, at the time and place as the chairman may decide (the “adjourned meeting”).

# NOTICE OF MEETING

## WISDOMTREE MULTI ASSET ISSUER PUBLIC LIMITED COMPANY

Notice of a meeting of the holders (the “**Affected Securities Holders**”)  
of the WisdomTree S&P 500 VIX Short-Term Futures 2.25x Daily Leveraged Securities  
(the “**Affected Securities**”) of the Issuer

NOTICE is hereby given that, pursuant to the provisions of the Trust Deed dated 30 November 2012 constituting (*inter alia*) the Affected Securities and made between (1) WisdomTree Multi Asset Issuer Public Limited Company (the “**Issuer**”), (2) The Law Debenture Trust Corporation p.l.c. (the “**Trustee**”) and (3) WisdomTree Multi Asset Management Limited (the “**Manager**”), as amended, a meeting of the Affected Security Holders convened by the Issuer will be held at the offices of Apex IFS Limited in 2nd Floor, Block 5, Irish Life Centre, Abbey Street Lower, Dublin 1, D01P767, Ireland on Thursday 9 February 2023 at 11 a.m. for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as an Extraordinary Resolution of the Affected Securities Holders pursuant to the terms of the Trust Deed.

### EXTRAORDINARY RESOLUTION

“THAT this meeting of the holders (the “**Affected Securities Holders**”) of the WisdomTree S&P 500 VIX Short-Term Futures 2.25x Daily Leveraged Securities of WisdomTree Multi Asset Issuer Public Limited Company (the “**Issuer**”) constituted by the Master Trust Deed dated 30 November 2012 (as subsequently amended) and as supplemented by a Supplemental Trust Deed dated 16 March 2016 (as amended) (the “**Trust Deed**”) and made between the Issuer, WisdomTree Multi Asset Management Limited (the “**Manager**”) and The Law Debenture Trust Corporation p.l.c. as Trustee (the “**Trustee**”) for (*inter alios*) the Affected Securities Holders, hereby:

- (1) pursuant to Clause 2 of the Trust Deed, sanctions and consents to the reduction in the Principal Amount of the Affected Securities to USD 0.010557 (the “**Proposal**”);
- (2) assents to the modification of the Trust Deed on the terms set out in the draft of a deed of amendment (substantially in the form of the draft produced to the meeting and signed for the purposes of identification by the Chairman) (the “**Deed of Amendment**”) in order to give effect to and to implement the Proposal and this Extraordinary Resolution at any time after the passing of this Extraordinary Resolution, together with any minor consequential modifications (if any) thereto agreed between the parties;
- (3) consents to, sanctions, requests, empowers, ratifies, approves, authorises, directs and instructs the Trustee to concur in and execute the Deed of Amendment with the Issuer embodying such reduction referred to in paragraph (2) of this Extraordinary Resolution in substantially the form of the draft produced to the meeting and signed for the purposes of identification by the Chairman (with such additions or modifications, if any, as shall be agreed between the Issuer, the Manager and the Trustee);
- (4) generally sanctions, authorises, directs, instructs and empowers the Trustee, the Manager and the Issuer to concur in and execute and do, all such other deeds, instruments, acts and things as may be necessary or desirable to carry out and give effect to this Extraordinary Resolution and the implementation of the Proposal;
- (5) holds harmless, discharges and exonerates the Trustee from and against any and all liability which it has or may have become responsible for under the Trust Deed, the Securities, the Transaction Documents or otherwise in respect of any act or omission, including, without limitation, in connection

- with this Extraordinary Resolution or its implementation, such modifications or the implementation of those modifications (including, for the avoidance of doubt, the directions and/or information contained herein) and irrevocably waives any claims against the Trustee for complying with the directions given in paragraphs (3) and (4) of this Extraordinary Resolution even though it may subsequently be found that there is a defect in the passing of this Extraordinary Resolution or that for any reason this Extraordinary Resolution is not valid or binding on the Affected Securities Holders;
- (6) authorises, approves, acknowledges and instructs the Trustee not to obtain any legal opinions in relation to, or to make any investigation or enquiry into, the power and capacity of any person to enter into the Deed of Amendment, or the validity or enforceability thereof and confirms that the Trustee shall not be liable to the Affected Securities Holders for the failure to do so or for any consequences resulting from following the directions given by the Affected Securities Holders in this Extraordinary Resolution;
  - (7) assents to, approves and sanctions every abrogation, modification, waiver, compromise or arrangement in respect of the rights of the Affected Securities Holders against the Issuer (whether or not such rights arise under the Trust Deed, the Securities or otherwise) if, and to the extent, that they result from the modifications and amendments referred to in paragraphs (1) and (2) above;
  - (8) irrevocably waives any claim that Affected Securities Holders may have against the Trustee arising as a result of any loss or damage which Affected Securities Holders may suffer or incur as a result of the Trustee acting on this Extraordinary Resolution and/or entry into and effectiveness of the Deed of Amendment and performance under the Trust Deed (including but not limited to circumstances where it is subsequently found that this resolution is not valid or binding on the ETP Securityholders) and further confirms that Affected Securities Holders will not seek to hold the Trustee liable for such loss or damage;
  - (9) agrees that this Extraordinary Resolution shall take effect as an extraordinary resolution pursuant to paragraph 2 (*Powers of a Meeting*) of Schedule 7 (*Provisions for Meetings of ETP Securityholders*) of the Trust Deed;
  - (10) acknowledges that the Proposal contemplated by this Extraordinary Resolution will not become effective until the Deed of Amendment is executed by all the parties thereto; and
  - (11) confirms that terms used in this Extraordinary Resolution and not otherwise defined bear the same meanings as in the Trust Deed.”

WisdomTree Multi Asset Issuer Public  
Limited Company

2<sup>nd</sup> Floor, Block 5  
Irish Life Centre,  
Abbey Street Lower,  
Dublin 1,  
D01 P767,  
Ireland

*By Order of the Board*

**Apex IFS Limited**  
*Secretary*

*17 January 2023*

#### **NOTES**

1. As the Affected Securities of the Issuer use the International Central Securities Depository (ICSD) model of settlement and Citivic Nominees Limited is the sole registered Holder of Affected Securities under the ICSD settlement model, Holders of the Affected Securities should submit their voting instructions through the relevant ICSD or the relevant participant in an ICSD (such as a local central securities depository, broker or nominee).
2. The quorum for passing an Extraordinary Resolution shall be two or more persons being Affected Securities Holders present in person or by proxy or (in the case of an Affected Securities Holder which is a corporation) by its duly authorised representative and holding or representing in the aggregate in the aggregate more than 50 per cent. Of the number of Affected Securities for the time being outstanding.
3. On a show of hands every Affected Securities Holder who is present in person or by proxy or (in the case of an Affected Securities Holder which is a corporation) by its duly authorised representative shall have one vote. On a poll every Affected Securities Holder who is so present shall have one vote in respect of each Affected Securities of which it is the holder or in respect of which it is the proxy or duly authorised representative. Extraordinary Resolutions are passed by a majority of at least 75 per cent of the votes cast at a duly convened meeting.
4. If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) from the time appointed for holding the Meeting a quorum is not present, the Meeting will stand adjourned to such day and time being not less than 14 nor more than 42 calendar days later (or, in the case of a meeting called to consider the reduction of the Principal Amount of the ETP Securities following a Threshold Redemption Event only, not more than 30 calendar days) and to such place as may be appointed by the Chairman and at such adjourned meeting the quorum will be two or more persons being Affected Securities Holders present in person or by proxy or (in the case of an Affected Securities Holder which is a corporation) by its duly authorised representative whatever the aggregate face value of the Affected Securities for the time being outstanding held or represented by them.
5. Only those Affected Securities Holders registered in the register of Affected Securities Holders as at 6.00 p.m. on 7 February 2023 (or, in the event that the Meeting is adjourned, on the register of Affected Securities Holders at 6.00 p.m. on the day that falls two days before the time of any adjourned meeting) shall be entitled to attend or vote at the Meeting in respect of the Affected Securities registered in their name at that time. Changes to entries on the register of Affected Securities Holders after 6.00 p.m. on 7 February 2023 (or, in the event that the Meeting is adjourned, on the register of Affected Securities Holders after 6.00 p.m. on the day that falls two days before the time of the adjourned meeting) shall be disregarded in determining the rights of any person to attend or vote at the Meeting (or adjourned meeting).